T. L. R. 251. The court further recognizes the principle that this warranty does not cover the acts of a private individual acting on his own initiative. If the warranty covers only the acts of agents of sovereign powers, the decision is wrong on primordial doctrines of agency. But the court holds that it includes acts done by a man when, "knowing that the settled and concerted policy of his government is to avail itself of the efforts of all its subjects to destroy enemy life and property as occasion offers, he uses such opportunity as presents itself in furtherance of that policy." Though this is not construing the policy against the underwriter, the result reached might well be the intent of the parties. This clause has always been construed liberally. *Cf. Stoomvaart Maatschappij Sophie H.* v. *Merchants' Marine Insurance Co., Ltd.*, [1918] Weekly Notes, 322; *Henry & MacGregor, Ltd.*, v. *Marten*, [1918] Weekly Notes, 224; *William France, Fenwick & Co. Ltd.* v. *North of England Protecting Association*, [1917] 2 K. B. 522. See 2 ARNOULD, MARINE INSURANCE, 9 ed., § 905.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — HOURS OF SERVICE ACT: APPLICATION TO TERMINAL COMPANY. — The Hours of Service Act applies to "any common carrier or carriers, their officers, agents, and employees" engaged in interstate commerce. (34 STAT. AT L. 1415.) The defendant operated a union freight station at Brooklyn under contracts with ten interstate railroads, receiving freight at their termini and transporting it by ferry and rail to its freight houses, and receiving likewise freight from Brooklyn shippers and transporting it to the docks of the several railroads. It was not chartered as a common carrier, did not hold itself out as such, and filed no tariffs with the Interstate Commerce Commission. *Held*, that the Hours of Service Act applies to the defendant. *United States* v. *Brooklyn Eastern District Terminal*, U. S. Sup. Ct., No. 155, October Term, 1918.

The decision is manifestly correct. The act would have applied to the carriers themselves in performing these services; the defendant is the agent of the carriers, and the act expressly includes agents. It has long been settled that the fact that all the acts done by a company are within one state does not excuse it from the regulation of interstate commerce. *United States* v. *Colorado & Northwestern Railroad Co.*, 157 Fed. 321. See 21 HARV. L. REV. 447. The court, however, points out clearly that the defendant is itself a common carrier, that the nature of the company does not depend upon how it was chartered, nor upon what it professes, but upon what it does, and that the services of the defendant were of a kind ordinarily performed by a common carrier. There is ample authority for this position. *United States* v. *Baltimore & Ohio Railroad Co.*, 231 U. S. 274; *Union Stockyards Company of Omaha* v. *United States*, 169 Fed. 404. See *United States* v. *Sioux City Stockyards Co.*, 162 Fed. 556. *Cf. Tap Line Cases*, 234 U. S. 1. The Hours of Service Act has been liberally applied, in the light of its "humane purpose." *Topeka & Santa Fe Railway Co.* v. *United States*, 244 U. S. 336.

INTERSTATE COMMERCE — CONTROL BY STATES — RIGHT OF INTERSTATE NATURAL GAS COMPANY SUPPLYING GAS TO LOCAL DISTRIBUTING COMPANIES TO ENJOIN ENFORCEMENT BY STATE COMMISSIONS OF CONFISCATORY RATES TO CONSUMERS. — The corporation of which plaintiff was receiver was engaged in producing natural gas, chiefly in Oklahoma, transporting it through pipelines, and selling it to local distributing companies in Kansas and Missouri, receiving a percentage of their gross profits as its return. The state utilities commissions of Kansas and Missouri fixed rates to the consumers which were so low that the return to plaintiff would be wholly inadequate, and plaintiff sued to enjoin the enforcement of these rates on the ground that they constituted a burden on interstate commerce. *Held*, that no injunction should be granted, on the ground that the distribution by the local companies was no